



STATE-OWNED LANDS PROJECT #912-912-001

Virginia Department of Veteran Services – Albert G. Horton, Jr. Memorial Veteran Cemetery

TIMBER SALE CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, **2022**, (the “Effective Date”), by and between the Commonwealth of Virginia, Department of Forestry hereinafter called the “Department”, and _____ of _____, Virginia, _____ hereinafter called the “Purchaser”.

WITNESSETH THAT:

ARTICLE I

- (1) The Department agrees to sell and the Purchaser agrees to buy all standing timber designated for cutting on approximately **18.2** acres found on the property of Virginia Department of Veteran Services (DVS) located at the Albert G. Horton, Jr. Memorial Veteran Cemetery property at 5310 Milners Road (property address), Suffolk, VA 23434 in Suffolk County. The area for harvest shown on the attached map (Attachment A). **MERCHANTABLE TIMBER WITHIN THE IDENTIFIED HARVEST AREA (Stand 1) SCHEDULED FOR REMOVAL.** Harvested timber to be fell and utilized to the highest merchantable standards. The harvest area is located on property near Suffolk, Virginia in Suffolk County – Albert G. Horton, Jr. Memorial Veteran Cemetery at 5310 Milners Road (SR605), Suffolk, VA 23434, lands owned by the Commonwealth of Virginia. See attached maps and consult a Virginia Highway map.

The following total sale volumes by species are only estimates and not guaranteed. Any Purchaser is urged to use their own cruise data to compute their offer.

SPECIES	TOTAL VOLUME BD. FT. INTERNATIONAL 1/4" RULE	TOTAL TONS TOPWOOD / PULPWOOD
LOBLOLLY PINE SAWTIMBER	178,296	
SCARLET OAK SAWTIMBER	22,186	
WHITE OAK SAWTIMBER	14,058	
YELLOW POPLAR SAWTIMBER	14,374	
SOUTHERN RED OAK SAWTIMBER	5,942	
SWEETGUM SAWTIMBER	4,655	
RED MAPLE SAWTIMBER	2,701	
WATER OAK SAWTIMBER	2,547	
HARDWOOD PULPWOOD		509
PINE PULPWOOD		237
TOTAL	244,759	746

- (2) The Purchaser agrees to pay the Department for this timber the sum of _____ (\$_____). **Full payment is due within ten (10) business days from the date hereof made payable to the “Treasurer of Virginia, Department of Forestry”.**
- (3) Except as provided, current contract rates or required down payments/deposits are required when the harvest releases for cutting by the Department.

- (4) The Department and DVS guarantees the title to said timber and to defend it against all claims for taxes, mortgages or other legitimate encumbrances at its own expense. However, title to all forest products shall remain with the Commonwealth of Virginia until payment has been made in full.
- (5) The Department and DVS, hereby expressly grants to the Purchaser the right of ingress and egress across to and upon the sale area identified on the attached map and confined to the Northwestern entry into the property shared with the adjoining landowner located off Lake Prince Drive (SR604) (Attachment A). **No trucks or equipment should enter the property at the main cemetery entrance.**
- (6) When required, The Department or DVS will be responsible for acquiring easements or use agreements of any private roads within the sale area.

ARTICLE II

- (1) **A deposit of two thousand five hundred dollars (\$2,500.00) made payable to the “Treasurer of Virginia, Department of Forestry” will serve as a performance bond for the duration of this contract. The Purchaser understands that this performance bond will refund upon the successful completion of the harvesting provisions of this contract.** Furthermore, understand that forfeiture of this deposit / bond can occur for any breach or noncompliance of same provisions or termination of this Contract prior to its expiration. Performance bonds shall be returned to the Purchaser within thirty (30) days after the expiration or sooner termination of this Contract. In the event Department’s actual loss or damage exceeds the balance of the “deposit” being held, Purchaser agrees to reimburse the Department promptly for any difference, and nothing in this provision shall limit in any way the Department’s right to pursue its appropriate remedies in law or equity.
- (2) The Purchaser agrees to notify State Lands Manager Ed Stoots at 540-492-0152 **at least two weeks (10) working days prior to the commencement of harvest activities. Purpose of the notification is to hold a pre-harvest meeting prior to harvest to ensure all parties understand the location of timber to harvest, are aware of any site hazards, address ingress & egress to the site by the purchaser’s operations, and approximate hours of operation while harvesting. Decking/landing locations jointly identified.**
- (3) Unless a written extension of time granted by the Department, or barring forfeiture of cutting rights for noncompliance of contract provisions, all stumpage sold hereunder removed within **24 months** of the Effective Date unless an extension granted in writing. The termination date shall be **June 30, 2024**.
- (4) The boundaries of the harvest areas, or any harvest unit thereof, shown on the attached map (Attachment A) that is made a part hereof, and where designated on the ground with pink ribbon and / or blue paint by the Department and approved to meet the anticipated needs of the parties. Approximate acreages stated by harvest area or unit but not guaranteed. Also shown on attached map (Attachment A), stream courses / equipment exclusion zones identified that may require various limits of care that have been identified and marked on the ground, and other sensitive areas (if any) that might require limits of care..
- (5) The Purchaser shall designate in writing, unless otherwise agreed to, a representative authorized to receive notices regarding performance under this contract and take related action. Such designation should occur prior to the actual harvest of any timber.

ARTICLE III

- (1) Timber harvested to be fell, skidded and concentrated in such manner as to cause the least possible waste and the least amount of damage to any designated leave trees, streams, creeks, ditches, springs and soils.
 - (a) Stumps cut in such manner as to cause the least possible waste and no higher than 10 inches above ground level; except on misshapen trees, or other adverse conditions such as exposed or defective trees where cutting below 10 inches is not practical.

- (b) All trees (live or dead) sold hereunder shall be utilized as low in diameter in the tops as may be practical. Volume to remove from the entire harvest area estimated at **746 tons of pine and hardwood pulpwood and 244,759 Board Feet of pine and hardwood sawtimber (International ¼)**, but such volume is estimated and not guaranteed.
- (c) All merchantable trees are to cut within the boundaries of the designated harvest areas, unless stated otherwise, including any downed trees.
- (d) Logging debris accumulated outside the harvest area pulled back into the harvest area.
- (e) No trees, tops, limbs or logging debris allowed in roads, open areas, streams, creeks, vernal pools, drainage ditches or springs.
- (f) The Purchaser and the Department shall mutually lay out the designated system of temporary roads (if needed) and decking locations over which the timber sold hereunder shall be removed and all skidding activities will be concentrated to flow into these temporary roads or decks. Decking along existing (non-State or locality) permanent roads allowed, but the road must remain open at all times, and no skidding allowed on any State, Locality, or property permanent / paved roads.
- (g) The Department and the Purchaser shall mutually agree to suspend logging activities during such time, as these activities would result in detrimental consequences to forest soils during prolonged periods of inclement weather.
- (h) All right, title, and interest in and to any included timber shall remain with the Department and DVS until removed from the harvest area, at which time title shall vest to the Purchaser. Title to any included timber that has been paid for but not removed from the harvest area prior to Termination Date shall remain with the Department and DVS.
- (i) In the event the included timber to which the Department and DVS holds title to is destroyed, the Department shall make an appraisal to determine for each product/species the difference between the appraised value immediately prior to the loss and the appraised value after the loss. The Purchaser shall not be obligated to accept and pay for timber that is destroyed or damaged except through written agreement. Damages to timber would include events such as fire, wind, flood, or similar cause but does not include damage caused by the Purchaser's operations or those of any subcontractor.
- (j) **Prior to harvesting the Buyer will need to contact Columbia Gas Transmission representative Austin Brandriff at 757-404-5968 to flag any crossings for approval. Crossing the underground gas line right of way located on the property will require mats and possibly stone in order to avoid any rutting in the right of way. No decking or allowed within the right of way of the line and no excavation allowed within the right of way.**

- (2) Timber harvested by the Purchaser from standing trees removed in such a manner as to cause the least possible damage to the existing main haul/access/State roads and create no public hazard at entranceways to primary and secondary Virginia highways. Purchaser shall obtain any VDOT entry permits at Purchaser's expense. Entry permits are required.

Access to the harvest area is adequate and main hauls will be confined to this system for all the Purchaser's workers, materials, subcontractors, and logging equipment including transport trucks necessary for the removal of said timber; the right to designate or approve, or improve the location of any new road across DVS land is specifically reserved. **Purchaser's operations are restricted from other areas of the property unless agreed to in advance. Ingress and egress for harvesting shall be only from the most Northwestern entry via Lake Prince Drive (SR604) on a shared road located along the property boundary. Safety & Care will be required so that ANY traffic into or out of the cemetery not impeded. Purchaser will be required to have log mats or other measures for ingress and egress onto the paved road from the decking area to protect any infrastructure present.**

- (a) During and upon completion of the harvest operation, the Purchaser shall comply with the Water Quality and BMP standards listed in the "Virginia's Forestry Best Management Practices for Water Quality, Fifth Edition" issued by the Virginia Department of Forestry. The Department reserves specifically the right to request corrective action of the Purchaser in maintenance and stabilization of forest roads, trails, culvert pipes, water bars, side ditches, lead-

off ditches, decks, skid trails and streams where destructive action of the Purchaser has contributed to a BMP or Water Quality problem.

- (b) The Purchaser shall guard against the unnecessary transfer of mud and debris by vehicle onto the public highway system or paved property road of the Commonwealth of Virginia, whereby the same poses a threat to public safety. Furthermore, the Purchaser assumes the responsibility for the prevention and any corrective action necessary to eliminate this source of hazard should a problem develop during the harvest.
 - (c) All logging operators on state forested lands trained and certified under the state's professional logger program such as Virginia's SHARP Logger Program.
 - (d) Dispersed skidding will occur during the harvest so that on 85% of the area harvested, the organic layer, topsoil, and root mat left in place or revegetated immediately after use and at proper seeding times as determined by the Department.
 - (e) Log landings will be located outside the riparian corridors and need approved by the Department before use. All equipment used for harvesting and hauling operations serviced outside of riparian corridors. Ruts smoothed to restore hydrology and drainage paths.
 - (f) If during harvest implementation, endangered species such as active red cockaded woodpecker, or other species that identified, will be avoided, and all activity will cease within a ¼-mile diameter buffer around the area or roost trees, until consultation with the Department.
 - (g) All prehistoric caves, sensitive areas, and historic areas excluded from ground disturbance when identified. Any discovery by the purchaser of additional areas, resources, species, or members of species needing special protection promptly reported to the Department and the purchaser shall immediately suspend operations within the area discovered. Any trees not allowed felled into any areas identified.
 - (h) Purchaser shall maintain roads, commensurate with Purchaser's use.
 - (i) Fences damaged (if any) by the Purchaser's operations repaired including any fence section removed to facilitate the removal of trees harvested.
 - (j) Purchaser shall use reasonable efforts to not leave trash, bottles, cans, or other debris on the Harvest Area during or after harvesting. In the event Purchaser leaves such debris the Department shall provide written notice of the condition and allow Purchaser fifteen (15) days from the date of notification to rectify the area. If Purchaser declines or fails to remove such debris in a timely manner the Department shall have the right to hire a contractor to remove such debris at the Purchaser's sole cost and expense.
- (3) The Purchaser agrees to exercise the utmost care and caution to prevent the occurrence and spread of forest fires on the area for harvest and on adjoining areas. The Purchaser further agrees to observe and comply with all the forest fire laws of the State of Virginia, which may be applicable. The Purchaser will be held liable for costs associated with controlling any fire caused by him/her or any subcontractor involved in the harvest operation or for fire damage to residual trees and adjacent forest stands. This includes any equipment used in the harvest or activities associated with harvest operations. Purchaser also agrees to report all fires immediately. Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Purchaser's Operations. When local fire weather conditions are becoming critical, the Purchaser shall keep with gasoline chain saws at all times 1) a fire extinguisher (A:B:C Dry Chemical, 5 lb. min.); and 2) a Standard Grade Round point Long-handled shovel (48" min.), and/or a Standard Grade Long-handled Fire Rake (48" min.) and take precautionary measures requested by the Department.
- (4) The Purchaser shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Department will determine fire danger ratings by using the National Fire Danger Rating System. The Department shall notify the Purchaser of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

Fire Danger Rating:

A to C:

C+ to D (Very High)

E (Extreme)

Limitations or Restrictions on Purchaser Operations:

Normal fire precautionary operations

Department may suspend any or all of Purchaser's operations.

In addition to above restrictions, internal combustion engines Or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Department.

- (6) So far as practicable, the Purchaser shall protect specified roads and other improvements (such as State or Private roads, trails, telephone lines, ditches, fences, and culverts), along with any improvements not owned by the Department. Purchaser shall protect all known survey monuments, witness corners, reference monuments, signs, and bearing trees. Any damage to specified roads or other improvements repaired and replaced by the Purchaser and at their cost.
- (7) Areas known by the Department and needing special protection of plants, animals, cultural resources, and/or cave resources (if known) are shown on Attachment A & B and/or identified on the ground, and shall be avoided by wheeled or tracked machines, nor will trees be allowed to be felled into such areas unless agreed to in advance. If additional areas needing special measures for protection are discovered after the contract is signed those measures will/may be revised or newly prescribed in which case timber volumes and values may be adjusted based upon the timber contracted values and volumes by product. Any discovery by the Purchaser of additional areas, resources, species, or members of species needing special protection promptly reported to the Department.
- (8) If Purchaser maintains storage facilities for oil, gas, or oil products on the harvest area, Purchaser shall take appropriate preventive measures to ensure that any spill of such oil, gas, or oil products does not enter any stream or other water of the Commonwealth.

ARTICLE IV

- (1) The Department reserves the right to postpone timber removal under terms of this contract for gross noncompliance with the agreed upon provisions herein, to the extent, however, that in case of dispute over the terms of this agreement, the Purchaser may submit a dispute to the State Forester. The Department may also interrupt or cancel harvesting operations due to a court order or other legal sanction. The Department reserves the right to modify, cancel, or suspend the contract to prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources. Suspension might also incur to ensure consistency with land and resource management plans.

ARTICLE V

- (1) The Purchaser's signature within this contract certifies that this purchase made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material and is in all respects, fair and without collusion or fraud. The Purchaser understands that collusive bidding is a violation of the Virginia Governmental Fraud Act – Section 18.2-498.1 and federal law and can result in fines, prison sentences, and civil damage awards.
- (2) The Purchaser shall obtain certifications from any Subcontractor regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional subcontractors obtained after award of this contract. Purchaser may rely upon certification of a prospective Subcontractor that not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or timber sales. Purchaser shall keep certifications of Subcontractors on file until the Termination Date.
- (3) The Purchaser, and all solicitations and advertisements for employees placed by or on behalf of the Purchaser, will state that such Purchaser is an equal opportunity employer.
 - (a) The Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bon-a-fide occupational qualification reasonably necessary to the normal operation of the Purchaser.
 - (b) The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

(4) DRUG, FIREARMS, TOBACCO FREE WORKPLACE: The Purchaser acknowledges and certifies that it understands that the following acts by the Purchaser, its employees, and/or agents performing services on State property are prohibited:

(a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

(b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

(c) No firearms of any kind allowed on State Property, neither concealed nor open carry.

The Purchaser further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

(5) The Purchaser certifies and warrants that by his/her signature within this contract that he/she has neither offered nor received any kickbacks from any other bidder in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

(6) The Purchaser shall indemnify, and hold harmless the Commonwealth of Virginia, the Department, and DVS, and their officers, agents and employees from any claims, suits, liability or damage arising from or caused by negligence on the part of the Purchaser in harvesting the timber designated for removal herein conveyed.

(7) The Department is prevented from doing business with corporations or their principals that have been convicted of a felony criminal violation under any State law within the preceding 24 months and/or have unpaid State Tax Liability. Appropriate certifications provided by the Purchaser when required.

(8) The required bid deposit / performance bond shall protect the Commonwealth, the Department, and DVS in event the Purchaser defaults before a contract executed. The Department will hold the deposit until the harvest is complete and the Purchaser has fulfilled all contracted provisions.

(9) This contract may not be assigned, sublet or transferred without the written consent of the Department. In witness whereof this Timber Sale Contract has been executed on the date first above written.

WITNESS:

PURCHASER

TELEPHONE NUMBER

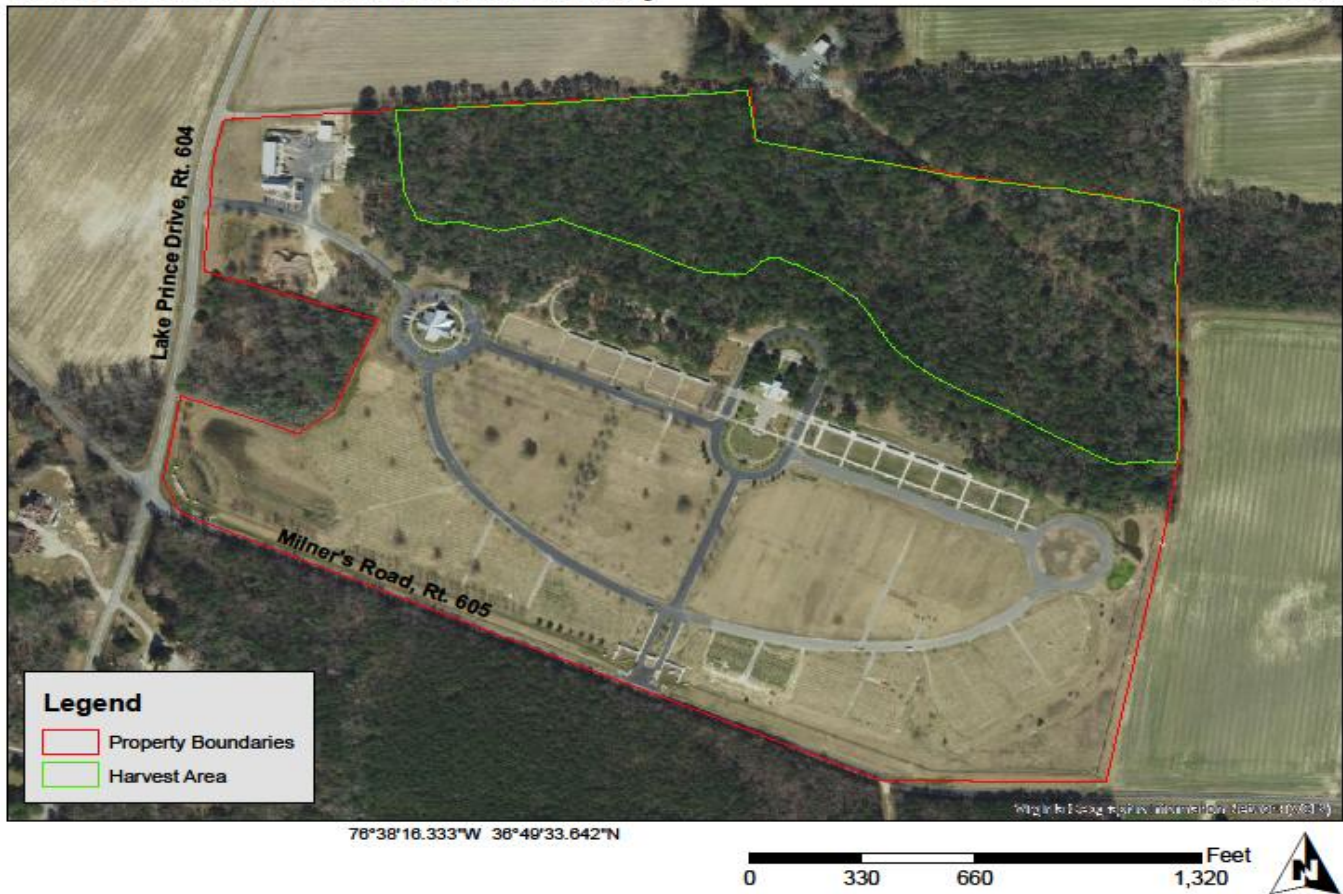
Approved at _____, VA under the above conditions _____, 2022

STATE LANDS MANAGER

ATTACHMENT A
Harvest Area

Albert G. Horton Memorial Veterans Cemetery

Final Harvest Map



Attachment B

General Tract Location Map – 5310 Milners Road

